

**MEMBERSHIP APPLICATION AND AGREEMENT**

**International Barter Exchange, INC. (IBE®)**

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**IB E**  
**BARTER**

The Modern Alternative Currency®  
BUILD. GROW. BARTER.®

FOR OFFICIAL USE ONLY

[Empty box for Member ID]

IBE® Member ID#

THE INTERNATIONAL BARTER EXCHANGE INC. (HEREINAFTER REFERRED TO AS "IBE®") AND THE UNDERSIGNED APPLICANT (MEMBER) HEREBY AGREE TO ABIDE BY THIS AGREEMENT AND THE IBE OPERATING RULES AND TRADING BY LAWS, AS THEY ARE NOW IN EFFECT AND AS THEY MAY BE MODIFIED FROM TIME TO TIME BY THE INTERNATIONAL BARTER EXCHANGE INC. ALL INFORMATION REQUESTED ON THIS FORM IS NECESSARY IN ORDER FOR THE INTERNATIONAL BARTER EXCHANGE, INC. TO PROPERLY PROCESS APPLICATION FOR MEMBERSHIP.

**MEMBERSHIP AGREEMENT BECOMES EFFECTIVE WHEN APPROVED BY IBE®.** The member AND the individual signing for the member herby agree to assume joint and several responsibility for all ourchases and fees outlined on the Membership Agreement and to abide by the binding Operating Rules and Trading By-Laws of IBE®. In the event the member or majority interest of the member should be sold, any deficit balances shall be paid in cash to IBE® unless IBE®, at its sole option, permits the new owner of the member to assume said liability. Fees outlined above are subject to change by IBE® upon notification of member.

**BUSINESS INFORMATION**

COMPANY NAME (MEMBER)

CONTACT NAME TITLE

ADDRESS

CITY STATE ZIP+FOUR

MAILING ADDRESS (If different)

PHONE FAX

CELL WEBSITE

TAXPAYER ID NUMBER INDUSTRY (Business Lic#)  
 CORPORATION  PARTNERSHIP  
 L.L.C.  PROPRIETORSHIP

**DESCRIPTION OF PRODUCT OR SERVICE:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ All goods and services will be traded 100%  
\_\_\_\_\_ With exceptions noted on the attached form, all goods and services will be traded 100%

**PERSONAL INFORMATION**

NAME (MEMBER)

HOME ADDRESS

CITY STATE ZIP+FOUR

MAILING ADDRESS (If different)

HOME PHONE FAX

E-MAIL ADDRESS Newsletter to this address?  Yes  No

SOCIAL SECURITY NUMBER

OTHER ACCOUNTS USER(S) List anyone else authorized to spend

**CREDIT CARD AUTHORIZATION**

"I hereby authorize INTERNATIONAL BARTER EXCHANGE, INC. to charge the credit card listed below for cash due on my IBE Account"

Card Number \_\_\_\_\_

Expires: \_\_\_\_\_

Circle One: VISA MASTERCARD AMEX DISCOVER

Cardholder Name \_\_\_\_\_

Credit Card Billing Address \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Applicant applies for an account with INTERNATIONAL BARTER EXCHANGE INC. and agrees to abide by all current trading policies and procedures, as they are now in effect and as they may be modified from time to time by INTERNATIONAL BARTER EXCHANGE, INC. Applicant hereinafter referred to as Member, agrees to pay the initial membership fee of four hundred and ninety-five dollars (\$495.00) cash AND; (please put your initials on the space provided.)

A fifteen percent (15%) cash transaction fee charged for purchases \_\_\_\_\_ (initial here)

A fifteen dollar (\$15.00) cash fee and a ten dollar (\$10.00) trade fee each month \_\_\_\_\_ (initial here)

Member must give seven (7) days written notice of intent to cancel membership. All fees, including the membership fee are in payment for services rendered in processing clients into exchange system, maintaining records and facilitating the Member's use of the exchange.

I/we have read the INTERNATIONAL BARTER EXCHANGE, INC. policies and procedures and accept and acknowledge that they are binding upon me/us in full and shall be binding on Member's heirs, successors, administrators and assigns. I/we hereby execute this agreement on behalf of ourselves individually as well as on behalf of the Company/Member. We hereby personally guarantee the full performance of all the obligations of the Company/Member.

**UNDER THE PENALTIES OF PERJURY, I certify that the above information provided on this membership Agreement form is true, correct and complete.**

**ALL SIGNATURES ARE REQUIRED BY BOTH PARTIES TO ACTIVATE THIS AGREEMENT.**

\_\_\_\_\_  
(COMPANY AUTHORIZED AGENT SIGNATURE)

BY: \_\_\_\_\_

(IBE® DIRECTOR'S SIGNATURE)

Date

**The purpose of the following trade policies and procedures is to facilitate trading among Members by promoting a system of good business practice and understanding of guidelines set forth by THE INTERNATIONAL BARTER EXCHANGE, INC. hereinafter referred to as IBE®.**

**1. Nature of trade dollar:** A "trade" is a barter purchase or sale of goods and/or services whereby payment is made in trade dollars posted to a selling Member's account pursuant to these policies and procedures. A "trade dollar" is an accounting unit used to record the value of trades. Ownership of trade dollars denotes the right to receive goods or services available within IBE®. Trade dollars may be used only in the manner and for the purpose set forth in these policies and procedures. They may not be redeemed for cash.

**2. Pricing:** Member agrees to sell products and/or services to other members of IBE® for trade dollars at regular prevailing prices and on the same priority given cash customers. The trade dollar must be accepted for the total value of the transaction, unless prior arrangements have been made with IBE®. IBE® reserves the right to inquire into complaints of overpricing by a Member. Violations may result in termination of the offending Member's account and/or immediate adjustment to the transaction involved.

**3. Definition of Member in good standing:** A Member, who conducts trades in accordance with these policies and procedures, is current in any monies owed to IBE®, has a valid credit card on file, and has a valid, active Member account is considered to be a "Member in good standing." Only Members in good standing are entitled to the services and privileges offered by IBE®.

**4. Reassignment of accounts:** A Member's account remains exclusive to the Member and cannot be transferred, assigned, or sold without the express written permission of IBE® and is binding upon the heirs, successors, assigns, and administrators of the Member. Any and all amendments to this agreement must be in writing and signed by IBE® and Member.

**5. Authorization:** All purchase transactions must be approved by IBE® prior to the final sale. Once an authorization number is issued by IBE®, the transaction is binding on both parties; however, IBE® will not honor authorizations found to have been misrepresented by either the buyer or seller. IBE® reserves the right to refuse to issue an authorization number approving the transaction if: a) the buyer does not have sufficient trade dollars or line of credit or delinquent cash fees to make said purchase; or b) the buyer is not an authorized account user; or c) either Member is not a Member in good standing.

**6. Record keeping, vouchers, and errors:** IBE® will issue a monthly statement reflecting account activity and monies due and owing to IBE®. Statements are deemed accurate as printed unless Member notifies IBE® in writing of any discrepancy with ten (10) days of the statement date.

**7. Direct trading, suspensions, and terminations:** Direct trade between IBE® Members to avoid service fees is strictly prohibited and may result in membership suspension or termination of all Members involved. If a direct trade is consummated, there will be a fifteen (15) percent cash transaction fee, payable upon demand by IBE®. IBE® reserves the right, at its sole discretion, to suspend the trading privileges of any Member with past due cash fees. Trading privileges will be reinstated immediately upon payment of such past due fees.

**8. Account cancellation:** If Member's account is cancelled, either voluntarily or involuntarily, Member agrees that IBE® will immediately charge Member's credit card on file for any outstanding fees and for the fifteen (15) percent cash transaction fee, payable on any remaining positive trade balance. Member must complete spending the positive trade balance with ninety (90) days of cancellation. This period may be extended at IBE® discretion. Should the Member have a negative trade balance at time of cancellation, the negative balance along with any fees owed to IBE®, become immediately due and payable in cash and will be charged to Member's credit card immediately upon termination of membership. If terminated, there shall be no refund of transaction fees. IBE®, shall be entitled to recover simple interest of eighteen (18) percent per year, from the date of default until paid in full on all past due cash fees. IBE®, reserves the right to cancel Member's account at IBE®.

**9. Credit lines:** Upon approval of application for membership, each Member will be given an automatic five hundred dollar (\$500.00) line of credit with approval from the credit department. Credit lines beyond this amount are available to IBE® members. IBE® reserves the right to require that the member complete a credit application and credit check with credit reporting bureaus to ascertain creditworthiness. This policy will be strictly adhered to by IBE® and the Member requesting said credit. Simple interest of fifteen percent (15%) per year will be charged on negative balances in trade.

**10. Fees and payment of fees:** All fees and charges paid to IBE® are in payment for services rendered in processing and maintenance of Member's account. Member agrees that IBE® will charge Member's credit card for the full amount owed on the second to last business day of the month that the fees were incurred. IBE® will charge Member interest on the outstanding balance at the rate of one and one-quarter percent (1.5%) per month, plus a twenty-five (\$25.00) late fee in the event the credit card is declined. A fee of thirty four dollars and 50 cents (\$34.50) will be charged on all returned checks. In the event that Member is in arrears for any fees owed IBE®, Member agrees to waive all rights to member's usage of any positive balances, including credit lines.

**11. Liabilities and disclaimers of liabilities:** If Member's application is accepted and a membership is granted, the Member and the individuals signing for the member, assume joint and several responsibility of all purchases and fees as a condition of membership. IBE® makes no representation of warranty, either implied or expressed, and disclaims all liability as to the fitness, quality, merchantability, prices, or terms of any transaction, wherein member is the buyer or seller. Member acknowledges that any transaction in which they participate shall be on a voluntary basis. Members should exercise the same discretion in entering into trade transactions as they would in cash transactions. Any and all disputes will remain between Members.

**12. Waiver of right:** IBE®'s failure of delay in exercising any right shall not operate as a waiver thereof, and any single or partial exercise of rights shall not preclude any other or further exercise in any way. IBE® remedies are cumulative and are not exclusive of any remedies provided by law.

**13. Borrowing:** Member recognizes and grants to IBE® and to those having ownership interest in IBE®, the right and power to borrow from the system, and spend within the exchange system, an amount which shall not exceed one (1) year's gross receipts or one thousand dollars (\$1,000.00) per member (whichever is greater) by IBE®. Such borrowing will be sufficiently collateralized by specifically pledged assets of the system.

**14. Default, attorney's fees, and costs:** In the event of a default in the payment of any sums due pursuant to the agreement, or in the event of a breach of any term, condition, or provision of this agreement, the defaulting party shall be obligated to pay the non-defaulting party any and all attorney's fees and costs incurred in connection with the enforcement of this agreement, whether by way of suit, arbitration or otherwise. The right shall be in addition to any and all other rights and remedies the non-defaulting party may have, or be entitled to.

**15. IBE®** is a third-party record keeper reporting all sales to the Internal Revenue Service via magnetic media. IBE® provides Members with a 1099B at the end of each calendar year.

**16.** Any action brought by any party to this Agreement shall be filed, and venue shall lie, in Sarasota County, State of FL.

**17. Member agrees to pay the following fees:** a) annual dues of \$50.00 cash, and \$96.00 trade, beginning on the first anniversary of execution of this Agreement; b) Monthly Administration Fee of \$15.00 cash and \$10.00 trade activated upon execution of this Agreement; c) Barter Cash Fees: A cash fee of fifteen percent (15%) of the Barter Transaction is paid to IBE® by the buyer. All fees will be paid directly to IBE®. Any member's fees which are not paid in full upon receipt of this statement will not be approved for any new authorizations! A cash fee of 20% for barter Travel Arrangement is also secured with a credit card through IBE® office. d) Should member be terminated from IBE® anytime for any reason, member's deficit balance will be due and payable in U.S. cash currency equal to the amount of said deficit. Member assumes responsibility for all court costs and attorney's fees incurred in collection and/or enforcing the Agreement.